enforced, *In re D'Estes Settlement Trusts* [1903], 1 Ch. 898, 72 L. J. Ch. 305. This decision is criticised by Sir Frederick Pollock in *The Law Quarterly Review*, July, 1903. The learned editor says that the decision may be sound, logically, but that from a practical view it is unsatisfactory, because it is almost certain that it does not give effect to the intention of the testator. See also *In re Price* [1900], 1 Ch. 442, 69 L. J. Ch. 225.

CONSTITUTIONAL LAW—LIBERTY—POLICE POWER—USE OF TRADING STAMPS.—An act of the General Assembly of Virginia, approved Feb. 19th, 1898, prohibited the use of trading stamps and similar devices, which may be used in payment and purchase of, or exchange for articles of merchandise, from any person or corporation, other than the party using the same. Plaintiff in error was convicted for violating this act. *Held*, that the act is void as being in contravention of the liberty guaranteed by Section 1, Amendment 14 of the Constitution of the United States, and cannot be upheld as a police regulation because there is no question of public health, safety or morals involved. *Young* v. *Commonwealth* (1903), — Va. —, 45 S. E. Rep. 326.

The general holding is that statutes prohibiting the use of trading stamps, there being no element of chance, are void. *State* v. *Dalton*, 22 R. I. 77; 46 Atl. Rep. 234; 48 L. R. A. 775; 84 Am. St. Rep. 818. *People* v. *Gillson*, 109 N. Y. 389; 17 N. E. Rep. 343; 4 Am. St. Rep. 465, *Ex parte McKenna*, 126 Cal. 429; 58 Pac. Rep. 916. In *Long* v. *State*, 74 Md. 565, the statute was held invalid so far as it related to gift enterprises not involving chance. In *Lohman* v. *State*, 81 Ind. 15, the statute prohibiting gift enterprise was sustained because of the element of chance in the enterprise. In all these decisions liberty is defined as the right to do such acts, and enter into such contracts as one may judge best for his interest not inconsistent with the equal rights of others. An interesting case holding to the contrary is *Lansburgh* v. *District of Columbia*, 16 App. D. C. 512.

CORPORATIONS—LEGALITY OF VOTING TRUST—POWER TO REVOKE AUTHORITY.—The Fisheries Company is a New Jersey corporation and is the successor of the American Fisheries Company, which was wound up in insolvency. The latter corporation was composed of British and American stockholders, the British being slightly in the majority. By an agreement between the creditors and the stockholders, a committee, composed of three of the British stockholders, was authorized to carry out a scheme of reorganization. Shares of stock in the new corporation, were issued in place of the certificates of stock in the old company, those of the British holders being issued in a block to the Committee for convenience in distribution. The committee at this stage, decided to form a pool or trust of all stock held in Great Britain, intending to have this stock voted in a solid block, and thus secure the management of the corporation to the British stockholders. Circular letters in regard to this were sent to the British shareholders, with blank consents to be signed by them. The management was to remain in the committee and four others to be selected by them. Nothing was said as to the duration of this voting trust, or of the right to revoke a consent. Upon receiving the consents, the committee conveyed the stock, of which it still had the legal title, to a holding corporation organized for this purpose, with absolute power, as trustee, to vote the stock as it should see fit for fifty years. This power was declared to be revocable only by a three-fourths vote of the consenting shareholders.

The complainants are American stockholders, who in addition to the stock which they hold in their own names, have purchased the rights of some

British stockholders in stock held by the voting trust. Their claim is twofold: 1. As equitable owners of the pooled stock, they demand that it be transferred to them, or voted as they shall direct. 2. As holders of stock in their own names, they claim the right to challenge the legality of the voting trust. *Held:* 1. That complainants, as equitable owners of stock held by the trust, could revoke the authority to vote such stock, and compel a reconveyance, and in the meantime could direct the voting of it; and, 2, that the American stockholders could enjoin the carrying out of the trust. *Warren, et al.*, v. *Pim, et. al.* (1903), — N. J. —, 55 Atl. Rep., 66.

The court was of the opinion, that the agreement between the consenting stockholders and the committee, would not give an irrevocable authority to vote the stock, as it was without consideration, and had not been given for any specified time. As to the other question in the case, the court said, that "the creation of the pool with its ironclad provisions and without the knowledge or consent of complainants gave defendants as holders of the foreign stock, an unfair and unjust advantage, in that it deprived the complainants of the right to appeal to, and have the benefit of, the individual judgments of the foreign stockholders, upon any and all matters connected with the policy or management of the corporation." Cases involving the subject of voting trusts have arisen before in New Jersey. In *Cone* v. *Russell*, 48 N. J., Eq. 208, 21 Atl. Rep. 847, *White v. Thomas Inflatable Tire Co.*, 52 N. J. Eq., 178, 28 Atl. Rep., 75, *Kreissl* v. *Distilling Company of America*, 61 N. J. Eq. 5, 47 Atl. Rep. 471, such agreements were held void, not on the ground that all such were necessarily void, but because of circumstances in each case rendering them illegal, and in *Chapman* v. *Bates*, 61 N. J. Eq., 658, 48 Atl. Rep. 638, a voting trust was upheld against a stockholder seeking to revoke. None of the previous decisions seems to have been based upon the same ground as the court takes in disposing of the second question in this case, *i. e.*, the right of a stockholder to have the independent judgment of every other stockholder as to the management of the corporation.

Pooling agreements have been held valid in *Smith* v. *San Francisco & N. P. R. R. Co*,, 115 Cal., 584, 47 Pac. Rep. 582, 35 L. R. A., 309, *Brown* v. *Pacific Mail Steamship Co.*, 5 Blatch., 525, *Mobile & Ohio R. R. Co.* v. *Nicholas*, 98 Ala. 92, 12 South. Rep. 723, *Hey* v. *Dolphin*, 92 Hun, 230.

COVENANTS—BENEFITS AND BURDENS—PRIVITY OF ESTATE.—X, the owner of a saw mill, covenanted with H, the owner of a flour mill, to keep the mill race free from trash. The covenant was to benefit the heirs and assigns of H, and expressly stated that it was to run with the land. In an action by J, the assignee of the property of H, *Held*, that plaintiff could recover on the covenant. *Hurxthal* v. *St. Lawrence Boom & Lumber Co.* (1903), — W. Va. — 44 S. E. Rep. 520.

In the course of the opinion the court determined that as no interest in land was created or conveyed, there was no privity of estate between the parties, hence the covenant was personal and could not run with the land. *Lydick* v. *The Railroad*, 17 W. Va. 427. Nor could the parties make the covenant run with the land by merely declaring "that it shall run with the land." *Glenn* v. *Canby*, 24 Md. 127. Yet the court permitted the plaintiff to recover because the benefit of the covenant was intended to go to the assigns of H. Although the reasoning of the court seems inconsistent, yet the conclusion reached by the court is supported by authority. *Nat. Bank* v. *Segur*, 39 N. J. L. 173, 174. *Mygatt* v. *Coe* (dissenting opinion), 124 N. Y. 212. In the dissenting opinion of the last citation, where the authorities were reviewed and *Packenham's Case*, Y. B. 42 Ed. III. 3, relied upon, the dissenting